

MAGILL PC
4615 Southwest Freeway
Suite 436
Houston, Texas 77027

December 5, 2016

Wade P. Brougher
President
Forge USA
8881 Hempstead Road
Houston, Texas 77008

Dear Mr. Brougher,

Magill PC (MAGILL) is pleased to assist you, Brougher, Inc. and Forge USA, hereafter collectively referred to as ("FORGE USA") in the design, development and implementation of an appropriate strategy for the confirmation of a Chapter 11 bankruptcy plan.

MAGILL understands that FORGE USA desires to develop and execute a business strategy to confirm a bankruptcy plan that will satisfy its creditors, maximize the value received for its assets, and return to its shareholders as much value as possible. Magill acknowledges that time is of the essence.

The services will be provided by MAGILL with your knowledge, and you will remain an integral participant in the overall effort. The estimated timeframe for consummating the confirmation of a Chapter 11 bankruptcy plan cannot be accurately determined; however it could be concluded within 180 days.

This Agreement shall be effective as of the date set forth above and shall continue in effect until the first to occur: (i) the successful completion of a Chapter 11 bankruptcy plan, (ii) expiration of a period of time ending on December 7, 2017, or (iii) the point in time when either party provides written notice of its intention to terminate this Agreement.

MAGILL Participation

Mr. Patrick Magill, will be directly involved in the effort and will diligently work in a concentrated timeframe to achieve the desired end result. Mr. Magill will serve as a financial advisor of FORGE USA and will work on a daily basis directly with you and your staff to complete the activities in support of this effort.

In order to make the most efficient use of the time and efforts of both FORGE USA and MAGILL resources, you agree to make available a representative(s) from FORGE USA on a first priority basis in order to complete this effort in a timely manner.

Fees and Expenses

Based on the scope, resources, and duration of this engagement, our fees will consist of an initial, refundable \$20,000 contract retainer, payable at the time this Agreement is accepted and signed. MAGILL will charge FORGE USA a flat fee of \$20,000.00 per month at the end of each calendar month, which is inclusive of Mr. Magill efforts as well as any and all staff members of MAGILL.

However, documented out of pocket and travel expenses will be billed separately. Payment for

professional fees and out of pocket documented expenses will be due and payable upon receipt of the invoice. Applicable state and local taxes, if any, will be applied.

Other Terms and Conditions

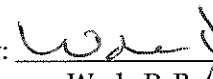
- As FORGE USA is currently in bankruptcy, any professional fees paid by FORGE USA would need the approval of the bankruptcy court. FORGE USA will use its best efforts to receive court approval to pay Mr. Magill the monthly stated fee without the filing of a monthly or quarterly fee application.
- FORGE USA retains ultimate responsibility for the outcome of this effort.
- This Agreement and the terms stated herein set forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Neither this letter nor the terms stated herein may be modified or amended except by the mutual written agreement of the parties. The laws of the State of Texas prevail in all disputed matters.

We are pleased to be of service to you and your team at FORGE USA, and look forward to assisting you in this important effort. Please indicate your acceptance of this Agreement by signing, dating, and returning this letter to me. Should you have any questions, please contact me at (713) 623-6778.

Sincerely,


J. Patrick Magill
Principal
Magill PC

Accepted and Agreed:
FORGE USA

By: 
Wade P. Brougher, Inc.

Date: 12/4/16